

London Leasehold Valuation Tribunal File Ref No.

LON/00AW/LAM/2007/0008

Leasehold Valuation Tribunal: reasons**Landlord and Tenant Act 1987 section 24****Address of Premises****The Committee members were**

14 Ashburnham Road,
London SW10 0PG

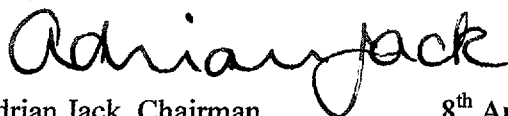
Mr Adrian Jack
Mr John Reed FRICS

The Landlord: S Gauhar**The Tenants: Ms Susan Walker**

1. By an application to the Tribunal the tenant sought the appointment of a manager. The tenant had previously served a notice under section 22 of the Landlord and Tenant Act 1987.
2. On 23rd July 2007 the parties and the proposed managing agent, Mr Nigel Douglas Cross MRICS appeared. The landlord was represented by Mr Joy of counsel and the tenant by Mr Hunter of counsel.
3. The tenant had previously given the Tribunal a draft order and prepared a bundle of documentation. The Tribunal discussed the case and the draft with counsel for the parties and counsel asked for time to discuss the matter.
4. After discussions the parties indicated that they had agreed a form of order which they invited the Tribunal to make. The Tribunal examined the agreed order and considered it was proper to make an order in those terms.

DETERMINATION

The Tribunal accordingly determines that an order for the appointment of a manager be made in the form annexed to this decision.



Adrian Jack, Chairman

8th August 2007

**LEASEHOLD VALUATION TRIBUNAL FOR THE LONDON RENT
ASSESSMENT PANEL**

REFERENCE NUMBER: LON/00AW/LAM/2007/0008

PROPERTY: 14 ASHBURNHAM ROAD, LONDON SW10 0PG

**ORDER OF THE LEASEHOLD VALUATION TRIBUNAL
APPOINTING A MANAGER UNDER SECTION 24 OF THE
LANDLORD AND TENANT ACT 1987**

Tribunal: Mr Adrian Jack (Chairman), Mr W J Reed FRICS

With the consent of the Parties

IT IS ORDERED THAT:

Interpretation

1 In this Order:

- (1) “the Act” means the Landlord and Tenant Act 1987;
- (2) “the Code” means the Service Charge Residential Management Code published by the Royal Institution of Chartered Surveyors as approved by the Secretary of State from time to time pursuant to section 87 of the Leasehold Reform, Housing and Urban Development Act 1993;
- (3) “court” does not include a Leasehold Valuation Tribunal;
- (4) “major works” has the same meaning as “qualifying works” in section 20ZA of the Landlord and Tenant Act 1985 and also includes works consequent on “qualifying long term agreements”

within the meaning of section 20ZA;

- (5) “the landlord” means the Respondent and his successors in title as landlord under the 1987 Sub-Lease;
- (6) “the property” means 14 Ashburnham Road, London SW10 0PG;
- (7) “the 1987 Sub-Lease” means a lease dated 15th January 1987 and made between Hijab Khawaja and Andrew Ellis and Mieke Ellis-Facee Schaeffer as rectified, varied and added to by a Deed of Rectification dated 5th February 1992 and by a Supplemental Lease and Deed of Variation dated 15th December 1995;
- (8) “the tenant” means the Applicant and her successors in title as tenant under the 1987 Sub-Lease.

Appointment of Manager

- 2 Mr. Nigel Douglas Cross, BSc, MRICS of TPS Estates of Suite 304, Erico House, 93-99 Upper Richmond Road, Putney, London SW15 2TG, be appointed Manager of the property with effect from the date hereof until 23rd July 2010.

General duties and powers of the Manager

- 3 The Manager shall manage the property in accordance with:
 - (1) the respective obligations of the landlord and tenant under the 1987 Sub-Lease and in particular the obligations with regard to the repair, decoration and maintenance of the property;
 - (2) the duties of a Manager set out in the Code.
- 4 The Manager shall maintain on trust an interest bearing client account into which service charge monies will be paid and also such other

accounts (whether on trust or not) as the Manager may think necessary in connection with the management of the property.

- 5 Only the Manager shall serve demands in respect of service charges due under the 1987 Sub-Lease.

- 6 The Manager shall serve on the Applicant and Respondent such requests for the funding of the management of the property as he considers appropriate in respect of:
 - (1) his fees and expenses;
 - (2) matters for which the Applicant is responsible under the 1987 Sub-Lease;
 - (3) matters for which the Respondent is responsible under the 1987 Sub-Lease;
 - (4) service charges;
 - (5) any other relevant matter.

- 7 If the Applicant fail to pay a sum so requested the Manager may accept payment of such sum from the Respondent but without prejudice to the Respondent's rights (if any) to recover that sum from the Applicant.

- 8 If the Respondent fail to pay a sum so requested the Manager may accept payment of such sum from the Applicant but without prejudice to the Applicant's rights (if any) to recover that sum from the Respondent.

- 9 If a service charge is disputed the payment of the whole or part thereof by the Applicant to the Manager shall not prejudice her rights (if any) to recover that sum from the Respondent.

- 10 For the avoidance of doubt nothing in this order shall be construed as giving the Manager the right to bring proceedings in any court against the Applicant or the Respondent in respect of any breach of the provisions of the 1987 Sub-Lease, whether in his own name or on behalf of the Applicant or the Respondent.

Repairs

- 11 The Applicant and the Respondent do give the Manager full access to all parts of the building so that he may carry out a full inspection thereof on or before 8th October 2007
- 12 The Manager shall appoint on or before 22nd October 2007 a building surveyor to prepare the specification of works.
- 13 The Manager shall appoint on or before 22nd October 2007 a structural engineer to assist in the preparation of the specification of works.
- 14 The Manager shall on or before 5th November 2007 write to the Applicant with the first stage consultation notice under section 20 of the Landlord and Tenant Act 1985 informing her of the proposed scope of the works.
- 15 The Manager shall thereafter comply with all other material consultation requirements in respect of the works.
- 16 The Manager shall then make the necessary contracts for the carrying out of the works, such contracts to be made by him not as a principal but as agent for the Applicant and/or the Respondent.

- 17 The Applicant and Respondent do grant the Manager full access to all parts of the property for the purposes of making arrangements for and carrying out all necessary works of repair, decoration and maintenance.

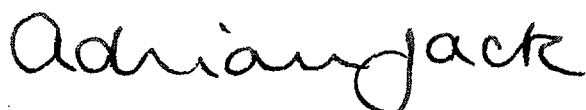
Remuneration of the Manager

- 18 The Manager shall be entitled to the following remuneration to be paid by the Applicant and the Respondent in equal shares:
- (1) an annual fee of £900 for performing the duties set out in Paragraph 2.5 of the Code such fee to be reviewed on 24th September 2008 and every 24th September thereafter;
 - (2) a 7.5% administration fee in respect of the cost of major works;
 - (3) Value Added Tax shall be payable in addition to the remuneration mentioned above.

General

- 19 In accordance with section 24(4) of the Act, the Manager has liberty to apply for directions.
- 20 In accordance with section 24(9) of the Act, any person interested has liberty to apply for the variation or discharge of this order.
- 21 For the avoidance of doubt it is declared that nothing in this order affects or prejudices any lawful right or remedy of the freehold proprietor of the property, the Royal Borough of Kensington and Chelsea, or of its successors in title.

- 22 The Manager shall apply to HM Land Registry to register this order pursuant to the provisions of the Land Registration Act 2002 not before 23rd September 2007 nor after 8th October 2007.
- 23 The operation of this order is suspended on the foillowing terms:
- (1) the Applicant to serve on the Respondent's solicitors an updated schedule of dilapidations which also sets out her case as to who ought to carry out and pay for each item on or before 4 pm on 30th July 2007;
 - (2) the Respondent do serve on the Applicant's solicitors a counter-schedule on or before 4 pm 6th August 2007;
 - (3) in case of disagreement the parties shall arrange a meeting between their professional advisers (technical and legal) on or before 4 pm 20th August 2007;
 - (4) thereafter the parties do on or before 4 pm 3rd September 2007 agree a schedule of dates for the next steps including:
 - (a) arranging finance including any escrow accounts if required;
 - (b) putting out of tenders;
 - (c) appointing a contract administrator;
 - (d) appointing the main contractor and nominating sub-contractors;
 - (e) obtaining all necessary consents;
 - (f) giving all necessary notices including building and party wall notices.
- 24 Liberty to apply to vary the terms upon which the operation of this order is suspended or to lift such suspension.



Adrian Jack, Chairman

24th July 2007

**LEASEHOLD VALUATION
TRIBUNAL FOR THE LONDON
RENT ASSESSMENT PANEL**

**REFERENCE NUMBER:
LON/00AW/LAM/2007/0008**

**PROPERTY: 14 ASHBURNHAM
ROAD, LONDON SW10 0PG**

ORDER

**Kent Jones and Done
Churchill House
47 Regent Road
Stoke-on-Trent
ST1 3RQ**